

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
PHYTOGENX, INC.
d/b/a KLL NUTRITION COMPANY
100 Deefield Lane, Suite 250
Malvern, PA 19355

(b) County of Residence of First Listed Plaintiff Chester
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Jonathan A. Cass
Cohen Seglias Pallas Greenhall & Furman
30th South 17th Street, 19th Floor
Philadelphia, PA 19103
Office: (215) 564-1700

DEFENDANTS
INFINITELABS LLC,
d/b/a INFINITE LABS, LLC
7208 W. Sand Lake Road, Suite 209
Orlando, Florida 43819

County of Residence of First Listed Defendant Orange
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☐ 2 U.S. Government Defendant

☐ 3 Federal Question (U.S. Government Not a Party)

☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State

Citizen of Another State

Citizen or Subject of a Foreign Country

PTF ☐ 1

DEF ☐ 1

PTF ☐ 2

DEF ☐ 2

PTF ☐ 3

DEF ☐ 3

Incorporated or Principal Place of Business In This State

Incorporated and Principal Place of Business In Another State

Foreign Nation

PTF ☒ 4

DEF ☐ 4

PTF ☐ 5

DEF ☒ 5

PTF ☐ 6

DEF ☒ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 170 Other Contract <input type="checkbox"/> 185 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	OTHER STATUTES <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
---	--	--	--	---

V. ORIGIN (Place an "X" in One Box Only)

☒ Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(c)

Brief description of cause:
Breach of Contract/Commercial Collections

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 369,631.52


CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE

DOCKET NUMBER

DATE
03/11/2013

SIGNATURE OF ATTORNEY OF RECORD


FOR OFFICE USE ONLY

RECEIPT #

AMOUNT
MAR 11 2013

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT

PBT
 FOR THE UNITED STATES DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to an appropriate calendar.

Address of Plaintiff: Phytogenx, Inc. d/b/a KLL Nutrition Company, 100 Deefield Lane, Suite 250, Malvern, PA 19355

Address of Defendant: Infinitelabs LLC d/b/a Infinte Labs, LLC, 7208 W. Sand Lake Road, Suite 209, Orlando, FL 43819

Place of Accident, Incident or Transaction: Malvern, PA
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
 (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?
RELATED CASE, IF ANY:

Yes ☐ No ☒

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
 Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
 Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
 Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
 (Please specify)

B. *Diversity Jurisdiction Cases:*

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
 (Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, Jonathan A. Cass, counsel of record do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: March 11, 2013

Jonathan A. Cass, Esquire
 Attorney-at-Law

76159

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: _____

MAR 11 2013

PBT**APPENDIX I****IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA****CASE MANAGEMENT TRACK DESIGNATION FORM**Phytogenx, Inc. d/b/a KLL
Nutrition Company

CIVIL ACTION

v.

Infinitelabs LLC d/b/a
Infinite Labs, LLC**128 1298**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

March 11, 2013	Jonathan A. Cass	Phytogenx, Inc. d/b/a KLL Nutrition Company
Date	Attorney-at-law	Attorney for
215-564-1700	215-564-3066	jcass@cohenseglia.com
Telephone	FAX Number	E-Mail Address

MAR 11 2013

\$ 380
PBT

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PHYTOGENX, INC.,
d/b/a KLL NUTRITION COMPANY
100 Deefield Lane, Suite 250
Malvern, PA 19355

Plaintiff,

v.

INFINITELABS LLC,
d/b/a INFINITE LABS, LLC
7208 W. Sand Lake Road, Suite 209
Orlando, Florida 43819

Defendant.

CIVIL ACTION NO.

13 1299

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, PhytogenX, Inc., d/b/a KLL Nutrition Company, by and through its undersigned counsel, hereby submits this Complaint against defendant, Infinitelabs LLC, d/b/a Infinite Labs, LLC and in support thereof, avers as follows:

Parties

1. Plaintiff, PhytogenX, Inc., d/b/a KLL Nutrition Company, is a corporation organized under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 100 Deerfield Lane, Suite 250, Malvern, PA 19355.

2. Defendant, Infinitelabs LLC, d/b/a Infinite Labs, LLC ("Infinite Labs"), is a limited liability company organized under the laws of the State of Florida, and maintains a principal place of business at 7208 W. Sand Lake Road, Orlando, Florida 32819.

3. Based on information and belief, the only member of Infinite Labs is Siamack Alavi, who is a citizen of the State of Florida.

Jurisdiction and Venue

4. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(c) based on diversity of citizenship and an amount in controversy which exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is proper pursuant to 28 U.S.C. § 1391(a)(1) and/or 1391(a)(2), and the dispute is governed by the law of the Commonwealth of Pennsylvania.

Background

6. KLL Nutrition Company is a fictitious name owned by PhytogenX, Inc. (“KLL”).

7. KLL is in the business of producing and distributing nutrition ingredients and products.

8. Infinite Labs advertises, endorses and distributes ergogenic aids and health supplements through its internet site, infinitelabs.com.

9. Between June 2012 and January 2013, KLL and Infinite Labs entered into a series of agreements in which Infinite Labs purchased certain nutritional-type products and other goods from KLL (collectively as the “Products”).

10. After receiving a purchase order or other verbal directive from Infinite Labs for certain Products, KLL would supply the relevant Products to Infinite Labs, and then issue an invoice to Infinite Labs (individually as the “Invoice,” collectively as the “Invoices”). (Copies of the relevant Invoices are attached as Exhibit A).

11. At no time relevant did Infinite Labs reject or return any of the Products purchased from KLL.

12. Infinite Labs subsequently failed to remit payment for the Products purchased from KLL in the total amount of \$369,631.52, as set forth in the Invoices. (A true and correct of a summary of these unpaid Invoices is attached as Exhibit B).

COUNT I
BREACH OF CONTRACT

13. KLL incorporates all of the foregoing paragraphs by reference as if fully set forth at length herein.

14. From June 2012 through January 2013, KLL and Infinite Labs entered into a series of agreements in which Infinite Labs requested, and KLL supplied, certain Products.

15. After supplying the relevant Products, KLL would issue and provide an Invoice to Infinite Labs. *See* Exhibit A.

16. Despite repeated demands, Infinite Labs has failed and/or refused to pay KLL the total amount of \$369,631.52 for Products supplied by KLL as set forth in the Invoices. *See* Exhibit B.

17. Infinite Labs' failure to pay is a breach of its agreements with KLL.

18. As a result of Infinite Labs' breach of these agreements, KLL has suffered damages in the amount of \$369,631.52.

WHEREFORE, KLL requests that this Honorable Court enter judgment in its favor and against Infinite Labs in the amount of at least \$369,631.52, together with interest, costs and all other remedies that this Court deems appropriate.

COUNT II
QUANTUM MERUIT/UNJUST ENRICHMENT

19. KLL incorporates paragraphs 1 through 12 as if fully set forth at lengthy herein.

20. KLL supplied the Products requested by Infinite Labs with the expectation of receiving compensation and/or remuneration therefore.

21. It would be unjust and inequitable, and would unjustly enrich Infinite Labs having received the benefits of the Products provided by KLL, not to require Infinite Labs to compensate KLL therefore.

22. The price for Products supplied, totaling \$369,631.52, is fair and reasonable, and represents the true value of the Products in question.

WHEREFORE, KLL requests that this Honorable Court enter judgment in its favor and against Infinite Labs in an amount of at least \$369,631.52, together with interest, costs and all other remedies that this court deems appropriate.

COUNT III
ACCOUNT STATED

23. KLL incorporates, by reference, all of the foregoing paragraphs as if set forth at length herein.

24. KLL has maintained business records of all accounts past due for Products provided to Infinite Labs without payment. *See* Exhibits A and B.

25. Each Invoice reflecting the Product(s) supplied and the purchase price thereof was supplied to Infinite Labs. *See* Exhibit A.

26. At all times relevant herein, Infinite Labs had the opportunity to reject these accounts or contest their validity, and its failure to do so constitutes implied acceptance of the stated accounts.

27. Infinite Labs' failure to tender payment to KLL on the basis of these accepted accounts constitutes a breach of accounts stated. *See* Exhibit B.

WHEREFORE, KLL requests that this Honorable Court enter judgment in its favor and against Infinite Labs in an amount of at least \$369,631.52, together with costs and all other remedies that this court deems appropriate.

**COHEN, SEGLIAS, PALLAS, GREENHALL
& FURMAN, P.C.**

BY: /s/ Jonathan A. Cass

Jonathan A. Cass, Esquire
Alexander F. Barth, Esquire
Attorneys for Plaintiff,
PhytogenX, Inc. d/b/a KLL Nutrition
Company
PA Identification Nos: 76159/91558

United Plaza, 19th Floor
30th South 17th Street
Philadelphia, PA 19103
Office: (215) 564-1700
Fax: 267-238-4425
Email: jcass@cohenseglias.com
abarh@cohenseglias.com

Date: March 11, 2013

EXHIBIT A

Invoice**KLL Nutrition**

100 Deerfield Lane
Suite 250
Malvern, PA 19355

Date	Invoice #
12/14/2012	2902

Bill To

Infinite Labs, LLC
PO Box 533736
Orlando, FL 32853

Ship To

Unisource Worldwide
7575 Brewster Ave
Philadelphia, PA 19153

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
257	Net 30	SK	12/14/2012	Truck	Reading, PA	
Quantity	Item Code	Description	U/M	Price Each	Amount	
2,500	Whey Delite Cho...	Whey Delite Alpine Chocolate 10 serving 6 shipped via UPS to Infinite Labs	ea	5.00	12,500.00	
2,502	Whey Delite Stra...	Whey Delite Strawberry/White Chocolate 10 serving 6 shipped via UPS to Infinite Labs	ea	5.00	12,510.00	
2,500	Whey Delite Ban...	Whey Delite Banana 10 serving 6 shipped via UPS to Infinite Labs	ea	5.00	12,500.00	
2,501	Whey Delite Pean...	Whey Delite Peanut Butter 10 serving 6 shipped via UPS to Infinite Labs	ea	5.00	12,505.00	
Phone #		Fax #			Thank you for your business.	
					Total \$50,015.00	

KLL Nutrition

100 Deerfield Lane
Suite 250
Malvern, PA 19355

Invoice


Date	Invoice #
12/28/2012	2922

Bill To

Infinite Labs, LLC
PO Box 533736
Orlando, FL 32853

Ship To

Unisource Worldwide
7575 Brewster Ave
Philadelphia, PA 19153

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
334	Net 30	SK	12/28/2012	Truck	Phoenixville		
Quantity	Item Code	Description			U/M	Price Each	Amount
1,200	Glutamine Matrix...	Glutamine Matrix Powder 50 serving			ea	8.43	10,116.00
<div>kwiktag* 113 103 387</div> 							
Phone #	Fax #	Thank you for your business.			Total \$10,116.00		

KLL Nutrition

100 Deerfield Lane
Suite 250
Malvern, PA 19355

Invoice

Date	Invoice #
12/28/2012	2923

Bill To

Infinite Labs, LLC
PO Box 533736
Orlando, FL 32853

Ship To

Unisource Worldwide
7575 Brewster Ave
Philadelphia, PA 19153

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
334	Net 30	SK	12/28/2012	Truck	NJ		
Quantity	Item Code	Description			U/M	Price Each	Amount
2.604	Final Form	Final Form			ea	5.33	13,879.32
Phone #		Fax #			Thank you for your business.		
					Total \$13,879.32		

KLL Nutrition

100 Deerfield Lane
Suite 250
Malvern, PA 19355

Invoice

Date	Invoice #
12/28/2012	2924

Bill To

Infinite Labs, LLC
PO Box 533736
Orlando, FL 32853

Ship To

Produced and in stock at KLL Nutrition

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
246-B	Net 30	SK	12/28/2012		Phoenixville		
Quantity	Item Code	Description			U/M	Price Each	Amount
1.000	Whey Delite Ban...	Whey Delite Banana 2 lb			ea	13.65	13,650.00
1.000	Whey Delite Alpi...	Whey Delite Alpine Chocolate 2 lb			ea	13.65	13,650.00
1.000	Whey Delite Stra...	Whey Delite Strawberry/White Chocolate 2 lb			ea	13.65	13,650.00
2.000	1 Gal White PET ...	1 Gal White PET Jar-1000 jars supplied by customer, balance supplied by KLL Nutrition			ea	1.04	2,080.00
Phone #		Fax #			Thank you for your business.		
					Total \$43,030.00		

Invoice**KLL Nutrition**

100 Deerfield Lane
Suite 250
Malvern, PA 19355

Date	Invoice #
1/11/2013	2934

Bill To

Infinite Labs, LLC
PO Box 533736
Orlando, FL 32853

Ship To

Unisource Worldwide
7575 Brewster Ave
Philadelphia, PA 19153

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
346	Net 30	SK	1/11/2013	Truck	Phoenixville		
Quantity	Item Code	Description			U/M	Price Each	Amount
2,000	Infinite Pro 100%...	Infinite Pro 100% Whey Chocolate 4.4 lb			ea	29.53	59,060.00
2,000	Infinite Pro 100%...	Infinite Pro 100% Whey Vanilla 4.4 lb			ea	29.53	59,060.00
42	Pallets - K	Pallets-please note jars for the above job did not come on pallets so we had to purchase seperately				13.00	546.00
Phone #		Fax #			Thank you for your business.		
					Total \$118,666.00		

Invoice**KLL Nutrition**

100 Deerfield Lane
Suite 250
Malvern, PA 19355

Date	Invoice #
1/16/2013	2933

Bill To

Infinite Labs, LLC
PO Box 533736
Orlando, FL 32853

Ship To

Unisource Worldwide
7575 Brewster Ave
Philadelphia, PA 19153

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
345-A	Net 30	SK	1/16/2013	Truck	Phoenixville		
Quantity	Item Code	Description			U/M	Price Each	Amount
1,000	Mass Gainer Vani...	Mass Gainer Vanilla 6.6 lbs			ea	19.99	19,990.00
1,000	Mass Gainer Cho...	Mass Gainer Chocolate 6.6 lbs			ea	19.99	19,990.00
32	Pallets - K	Pallets needed for above job. Jars were delivered without pallets and we needed to purchase pallets seperately				13.00	416.00
Phone #	Fax #	Thank you for your business.				Total	\$40,396.00

Invoice**KLL Nutrition**

100 Deerfield Lane
Suite 250
Malvern, PA 19355

Date	Invoice #
1/29/2013	2959

Bill To

Infinite Labs, LLC
PO Box 533736
Orlando, FL 32853

Ship To

Unisource Worldwide
7575 Brewster Ave
Philadelphia, PA 19153

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
269	Net 30	SK	1/29/2013	Truck	PA		
Quantity	Item Code	Description			U/M	Price Each	Amount
1,000	Whey Delite Pean...	Whey Delite Peanut Butter 2 lb			ea	13.65	13,650.00
1,000	KLL Nutrition (N...	Jar for above product				0.94	940.00

Invoice**KLL Nutrition**

100 Deerfield Lane
Suite 250
Malvern, PA 19355

Date	Invoice #
1/29/2013	2961

Bill To

Infinite Labs, LLC
PO Box 533736
Orlando, FL 32853

Ship To

Unisource Worldwide
7575 Brewster Ave
Philadelphia, PA 19153

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
370-I		Net 30	SK	1/29/2013	Truck	Phoenixville		
Quantity	Item Code	Description				U/M	Price Each	Amount
2,004	100% Whey Cho...	Infinite Labs 100% Whey Isolate Chocolate 2 lbs				ea	19.65	39,378.60
2,004	100% Isolate Van...	Infinite Labs 100% Whey Isolate Vanilla 2 lbs				ea	19.65	39,378.60
14	Pallets - K	Pallets-please note jars for the above job did not come on pallets so we had to purchase seperately					13.00	182.00
Phone #		Fax #				Thank you for your business.		
						Total \$78,939.20		

EXHIBIT B

11:45 AM
03/11/13PhytogenX, Inc.
A/R Aging QuickZoom
As of March 11, 2013

Type	Date	Num	P. O. #	Name	Terms	Due Date	Class	Aging	Open Balance
Infinite Labs, LLC									
Invoice	12/14/2012	2902	257	Infinite Labs, LLC	Net 30	1/13/2013	KLL Nutr...	57	50,015.00
Invoice	12/28/2012	2922	334	Infinite Labs, LLC	Net 30	1/27/2013	KLL Nutr...	43	10,116.00
Invoice	12/28/2012	2923	334	Infinite Labs, LLC	Net 30	1/27/2013	KLL Nutr...	43	13,879.32
Invoice	12/28/2012	2924	246-B	Infinite Labs, LLC	Net 30	2/10/2013	KLL Nutr...	43	43,030.00
Invoice	1/11/2013	2934	346	Infinite Labs, LLC	Net 30	2/10/2013	KLL Nutr...	29	118,666.00
Invoice	1/16/2013	2933	345-A	Infinite Labs, LLC	Net 30	2/15/2013	KLL Nutr...	24	40,396.00
Invoice	1/29/2013	2959	269	Infinite Labs, LLC	Net 30	2/28/2013	KLL Nutr...	11	14,590.00
Invoice	1/29/2013	2961	370-1	Infinite Labs, LLC	Net 30	2/28/2013	KLL Nutr...	11	78,939.20
Total Infinite Labs, LLC									369,631.52
TOTAL									369,631.52